

Dixit

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

S.C. SUIT NO.3858 OF 1998

The Mahanagar Telephone Nigam Ltd. ...Plaintiffs
V/s.
Petiwala S.M. ...Defendant

Mr.V.D. Shukla, Advocate, i/b. Shukla & Associates,
for the Plaintiffs.

Mr.A.R. Bhandare, Accounts Officer of M.T.N.L.,
present.

**CORAM : ABHAY S. OKA, J.
DATED : 24TH OCTOBER, 2007.**

ORAL JUDGMENT [Per Abhay S. Oka, J.] :-

1. This Suit has been listed under the caption of "undefended suits for ex-parte decree". The plaintiffs, the Mahanagar Telephone Nigal Limited, have filed the Suit for recovery of bill amounts.

2. According to the case of the plaintiffs, the defendant was a subscriber of telephone connection. On account of non payment of the amounts payable under the four bills which are set out in paragraph No.2 of the plaint, the telephone connection issued to the defendant was disconnected. According to the case of the plaintiff, a sum of Rs.6,04,488/- is due and payable by the defendant under the said bills. A notice was issued by the plaintiffs to the defendant

calling upon the defendant to pay the amount payable under the said bills. As the defendant failed and neglected to do so, the present Suit is filed.

3. The defendant has not filed written statements. The plaintiffs have tendered on record an affidavit of Mr.A.R. Bhandare, Junior Accounts Officer, M.T.N.L., Bombay, for proving the claim made by the plaintiffs in the Suit. The said affidavit is taken on record and is marked "X" for identification. The plaintiffs have also tendered eight documents alongwith list. The eight documents alongwith list are taken on record and marked as "Y" collectively for identification. Plaintiffs submitted office copies of the four bills on which the claim has been based. The plaintiffs have also submitted sheets which are duly certified by the witness giving all the particulars of the calls made by the defendant by utilizing the telephone connection.

3. The claim of the plaintiffs in the Suit has been duly established by the said affidavit as well as the documents. The plaintiffs have prayed for further interest @ 21% p.a. There is no agreement between the parties as regards payment of interest at a particular rate on the unpaid bill amount. Even the bills which

are produced on record are silent about the rate of interest. Considering the facts and circumstances, further interest will have to be awarded at the rate of 6% p.a. Hence I pass following order ;-

"O R D E R"

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4. The Suit is decreed in terms of prayer clause (a) with modification that further interest payable will be @ 6% p.a. from the date of institution of the Suit till realization for payment.

5. The plaintiffs will be entitled to recover costs of the Suit including the publication charges from the defendant.

6. Certified copy is expedited.

7. The plaintiffs will be entitled to the refund of Court fees as per the rules.

[ABHAY S. OKA, J.]